

CONTRACT NO.

BUYER

STATE OF MISSOURI OFFICE OF ADMINISTRATION DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM) INVITATION FOR BID

AMENDMENT NO. 001 REQ #: NR 625 05000000003 BUYER: Liz Palazzolo

TITLE: Equipment, Mailing PHONE NO.: (573) 751-4885 ISSUE DATE: 11/17/04 E-MAIL: liz.palazzolo@oa.mo.gov

RETURN BID NO LATER THAN: 12/06/04 AT 2:00 PM

MAILING INSTRUCTIONS: Print or type IFB Number and Return Due Date on the lower left hand

corner of the envelope or package. Bids must be in DPMM office (301 W High

St, Rm 630) by the return date and time.

RETURN BID AND AMENDMENT(S) TO:

DPMM or DPMM

P O BOX 809

JEFFERSON CITY MO 65102-0809

301 WEST HIGH ST, RM 630

JEFFERSON CITY MO 65101

CONTRACT PERIOD: Date of Award through One Year

VENDOR NO.

DATE

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:

Department of Labor and Industrial Relations 421 E. Dunklin Street PO Box 59 Jefferson City, MO 65104

The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original IFB as modified by this and any previously issued IFB amendments. The bidder should, as a matter of clarity and assurance, also sign and return all previously issued IFB amendment(s) and the original IFB document. The bidder agrees that the language of the original IFB as modified by this and any previously issued IFB amendments shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when this IFB amendment is countersigned by an authorized official of the State of Missouri, a binding contract shall exist between the bidder and the State of Missouri.

SIGNATURE REQUIRED

	'	SIGNATORE RESULT	LD	
AUTHORIZED SIGNATURE			ATE	
PRINTED NAME		TI	TTLE	
COMPANY NAME				
MAILING ADDRESS				
CITY, STATE, ZIP				
FEDERAL EMPLOYER ID NO.		SOCIAL SECURITY NO. IF F	FEDERAL EMPLOYER ID NO. NOT APPLICA	BLE.
PHONENO.	FAX NO.	E-	-MAIL ADDRESS	
		OF AWARD (STATE U	USE ONLY)	
ACCEPTED BY STATE OF MISSOURI AS FOLI	OWS:	<u> </u>		

CONTRACT PERIOD

DIRECTOR

AMENDMENT #001 TO IFB B1E05119

TITLE: EQUIPMENT, MAILING

CONTRACT PERIOD: DATE OF AWARD THROUGH ONE YEAR

Prospective bidders are hereby notified of the following changes and clarifications:

1. The following paragraph has been **REVISED:** 3.5.2



CONTRACT NO.

BUYER

STATE OF MISSOURI OFFICE OF ADMINISTRATION DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM) **INVITATION FOR BID**

IFB NO. B1E05119

Equipment, Mailing TITLE:

ISSUE DATE: 11/15/04

REQ: NR 625 05000000003 **BUYER: Liz Palazzolo**

PHONE NO.: (573) 751-4885 E-MAIL: liz.palazzolo@oa.mo.gov

RETURN BID NO LATER THAN: 12/06/04 AT 2:00 PM

MAILING INSTRUCTIONS: Print or type IFB Number and Return Due Date on the lower left hand

corner of the envelope or package. Bids must be in DPMM office (301 W High

St, Rm 630) by the return date and time.

RETURN BID TO: DPMM \mathbf{or} **DPMM**

VENDOR NO.

DATE

P O BOX 809 301 WEST HIGH ST, RM 630 **JEFFERSON CITY MO 65102-0809 JEFFERSON CITY MO 65101**

CONTRACT PERIOD: Date of Award through One Year

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:

Department of Labor and Industrial Relations 421 E. Dunklin Street PO Box 59 Jefferson City, MO 65104

The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Invitation for Bid (Revised 08/28/04). The bidder further agrees that the language of this IFB shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when this IFB is countersigned by an authorized official of the State of Missouri, a binding contract shall exist between the bidder and the State of Missouri.

SIGNATURE REQUIRED

AUTHORIZED SIGNATURE		DATE
NOVEMBRO SYAMO		
PRINTED NAME		TITLE
COMPANYNAME		
COMPANY		
MAILING ADDRESS		
CITY, STATE, ZIP		
FEDERAL EMPLOYER ID NO.	SOCIAL SECURITY	NO. IF FEDERAL EMPLOYER ID NO. NOT APPLICABLE.
PHONENO.	FAX NO.	E-MAIL ADDRESS
THOREING.	rakito.	E-MAIL ADDINESS
	NOTICE OF AWARD (ST	TATE USE ONLY)
ACCEPTED BY STATE OF MISSOURI AS FOLLOW	uc.	
ACCEPTED BY STATE OF WISSOURI AS FOLLOW	15:	

CONTRACT PERIOD

DIRECTOR

1. INTRODUCTION

1.1 Purpose:

1.1.1 This document is an Invitation for Bid (IFB) that solicits bids for a mailing system as defined herein for the Department of Labor and Industrial Relations located in Jefferson City, Missouri.

2. GENERAL CONTRACTUAL REQUIREMENTS

2.1 Contract:

- 2.1.1 A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the Division of Purchasing and Materials Management's acceptance of the bid by "notice of award" or by "purchase order". All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.
- 2.1.2 The notice of award does not constitute a directive to proceed. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.
- 2.1.3 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specific ations and requirements contained therein.
- 2.1.4 Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence from the state agency, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

2.2 Contract Period:

2.2.1 The original contract period shall be as stated in the Invitation for Bid (IFB). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof for post-warranty system maintenance. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

2.3 Renewal Periods:

- 2.3.1 If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the prices for the renewal period shall not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.
- 2.3.2 If renewal percentages are not provided, then prices during renewal periods shall be the same as during the original contract period.
- 2.3.3 The Division of Purchasing and Materials Management does not automatically exercise its option for renewal based upon the maximum percent of increase and reserves the right to offer or to request renewal of the contract at a price less than the maximum percent of increase stated.

2.4 Price:

2.4.1 All prices shall be as indicated on the Pricing Page. The state shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

2.5 Prices Must Be Lowest:

2.5.1 The contractor's prices must be the lowest offered to any governmental or commercial consumer, under the same terms and conditions.

2.6 Payment Terms:

- 2.6.1 All payment terms shall be as stated in the Terms and Conditions of the contract (see paragraph 10, "Invoicing and Payment") unless otherwise addressed in the IFB, or mutually agreed to by the state and the contractor. Payment terms should be net 30 days unless otherwise stated in the IFB. No late charges shall be applied which are not in compliance with Chapter 34.055 RSMo. This statute may be found at http://www.moga.state.mo.us/STATUTES/STATUTES.HTM.
- 2.6.2 The contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must return a completed state Vendor ACH/EFT Application which is downloadable from the following website: http://www.oa.mo.gov/purch/vendorinfo/vendorach.pdf. Each contractor invoice must contain a unique invoice number. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the IFB.

2.7 Freight, Shipping and Handling Charges:

2.7.1 All prices shall include all packing, handling, shipping and freight charges *FOB Destination*, *Freight Prepaid and Allowed*. The State of Missouri shall not make additional payments or pay add-on charges for freight or shipping unless specifically described and priced in the bid, or as otherwise specifically stated and allowed by the IFB.

2.8 Contractor Liability:

- 2.8.1 The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- 2.8.2 The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- 2.8.3 Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

2.9 Insurance:

2.9.1 The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.

2.10 Termination:

2.10.1 The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

2.11 Coordination:

2.11.1 The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.

2.12 Estimated Quantities:

2.12.1 The quantities indicated in this Invitation for Bid are estimates that pertain to the total aggregate quantities that may be ordered throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. The State of Missouri makes no guarantees about single order quantities or total aggregate order quantities.

3. TECHNICAL SPECIFICATIONS

3.1 Gene ral:

- 3.1.1 The contractor must provide and install a pressure seal mailing system that shall include the following components:
 - a. Interfaced Burster-Trimmer
 - b. Split/Merge Module
 - c. Back-Up Pressure Seal Component

3.2 Pressure Sealer Requirements:

- 3.2.1 The pressure sealer must possess the following features and functions:
 - a. Variable Speed: The number of pieces processed per hour must be at least 20,000 based on an 8.5" by 11" Z-fold.
 - b. Paper Sizes: Width -5.5 inches to 11 inches

Length – 8.5 inches to 17 inches

Weight – 24 pound to 100 pound

c. Paper Types: Single sheet and continuous feed.

- d. Duty Cycle: Minimum of 750,000 pieces per month.
- e. Feeder Capacity: At least 3,500 sheets of 28# pressure seal forms.
- f. Output Stacker or Conveyor Capacity: At least 1,000 pieces of folded/sealed 28# pressure seal mail.
- g. Dimensions: No more than 60" high, 36" wide and 204" long.
- h. Weight: Not more than 1,500 pounds.
- i. Fold Capability: One and two folds within the pressure seal document in order to produce, but not be limited to, C, V and Z folds.
- j. Detections: Double document (prevents two or more double-fed documents from being sealed).
- k. Counter: The counter must be easy-to-read and must have a reset feature.
- 3.2.2 The burster-trimmer must be totally compatible and in-line with the pressure sealer component so that both function according to manufacturer recommendations.

3.3 Split/Merge Module Requirements:

- a. Split/Merge: Must be totally compatible with the in-line pressure seal mailing system and burster trimmer, as described herein.
- b. Slitters: Minimum 3/8" to maximum 1" trim with tractor slitters.
- c. Trim Rewind: Minimum capacity of one carton of 24-pound paper trimming 1/2" margins.
- d. Speed: Minimum 25 feet per minute.

3.4 Back-Up Pressure Seal Mailing System Requirements:

- a. Variable Speed: The number of pieces processed per hour must be at least 5,000 based on an 8.5" by 11" Z-fold.
- b. Paper Sizes: Width --- 8.5 inches

Length --- 8.5 inches to 14 inches Weight --- 24 pound to 29 pound

- c. Paper Types: Single sheet.
- d. Duty Cycle: Minimum of 250,000 pieces per month.
- e. Feeder Capacity: At least 100 sheets of 28# pressure seal forms.
- f. Output Stacker or Conveyor Capacity: At least 200 pieces of folded/sealed 28# pressure seal mail.
- g. Dimensions: No more than 20" high, 20" wide and 36" long.
- h. Weight: Not more than 150 pounds.

i. Fold Capability: One and two folds within the pressure seal document in order to produce, but not be limited to, C, V and Z folds.

- j. Detections: Double document (prevents two or more double-fed documents from being sealed).
- k. Counter: The counter must be easy-to-read and must have a reset feature.

3.5 Requirements For All Components:

3.5.1 Warranty: A full-system warranty shall be provided at no additional charge. The warranty period shall start running after system installation, acceptance, testing, and user-training. A minimum 90-day warranty on all system equipment including, all parts and all labor shall be provided.

REVISED BY AMENDMENT #001

3.5.2 Maintenance/Supplies: The contractor shall provide on-site maintenance to include all parts, labor, travel and supplies except for paper. A qualified service representative preferably manufacturer-certified must respond on-site within four (4) working hours from initial notification. The contractor must respond within four (4) hours of the service call, i.e., same day if the call is placed by noon, and no later than 11:00 A.M. the following day if the call is placed by 4:00 P.M.

3.6 Installation Requirements:

3.6.1 The system must be installed in a professional and timely manner in compliance with all manufacturer recommendations and industry standards. The contractor shall coordinate installation timing with the state agency. The contractor shall be responsible for leaving the site in broom-clean condition once installation is completed.

3.7 Acceptance Testing Required:

3.7.1 The contractor must conduct system testing after installation is completed. The installation shall not be accepted by the state agency until after the state agency has indicated its acceptance of system installation and operation. The system must be fully functional before the state agency will consider the system accepted.

3.8 Training:

3.8.1 Within 15 days after installation, the contractor shall provide adequate and appropriate on-site operational and safety training regarding the use of the equipment to as many as five (5) state agency employees as designated by the state agency.

4. BID SUBMISSION INFORMATION

4.1 Description of Product:

4.1.1 The bidder should present a detailed description of all products and services proposed in the response to this Invitation for Bid. It is the bidder's responsibility to make sure all products proposed are adequately described. It should not be assumed that the evaluator has specific knowledge of the products proposed; however, the evaluator does have sufficient technical background to conduct an evaluation when presented complete information.

4.2 Preprinted Marketing Materials:

4.2.1 The bidder may submit preprinted marketing materials with the bid. However, the bidder is advised that such brochures normally do not address the needs of the evaluators with respect to

the technical evaluation process and the specific responses which have been requested of the bidder. The bidder is strongly discouraged from relying on such materials in presenting products and services for consideration by the state.

4.2.2 It is the bidder's responsibility to provide detailed information about how the item bid meets the specifications presented herein. If preprinted marketing materials do not specifically address each specification, the bidder should provide detailed information to assure that the product meets the state's mandatory requirements. In the event this information is not submitted with the bid, the buyer may, but is not required to, seek written clarification from the bidder to provide assurance that the product bid meets specifications.

4.3 American Made:

- 4.3.1 In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) RSMo 34.350-34.359, the bidder is advised that any goods purchased or leased by any public agency shall be manufactured or produced in the United States.
- 4.3.2 The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in RSMo 34.353 are met.
- 4.3.3 If the bidder claims there is only one line of the good manufactured or produced in the United States, RSMo 34.353 (2), or that one of the exceptions of RSMo 34.353 (3) applies, the Executive Head of the Agency bears the burden of certification as required prior to the award of a contract.
- 4.3.4 In accordance with the Buy American Act, the bidder must provide proof of compliance with RSMo 34.353. Therefore the bidder should complete and return Exhibit A, certification regarding proof of compliance, with the bid. This document must be satisfactorily completed prior to an award of a contract.
- 4.3.5 If any products and/or services offered under this IFB are being manufactured or performed in locations outside the United States, the bidder MUST disclose such fact and provide details with the bid.

4.4 Electronic Bids:

- 4.4.1 If the bidder is responding electronically through the Online Bidding website, the bidder should submit completed exhibits, forms, and other information concerning the bid as an attachment to the electronic bid. Specific instructions for submitting electronic attachments are included in the Online Bidding website. Be sure to include the bid number, company name, and a contact name on any attachments submitted with the electronic bid. Bidders submitting electronic and hard copy bid responses which are not identical should explain which response(s) is(are) valid for the state's consideration. In the absence of such explanation, the state reserves the right to evaluate the response which serves its best interest.
- 4.4.2 The exhibits and forms provided herein can be saved into a word processing document of the bidder's own creation, completed by the bidder, and then attached to the electronic submission. Other requested or required information should be attached to the electronic bid in whatever format the bidder desires.
- 4.4.3 Specifically the bidder should submit the following with the electronic bid as an attachment: renewal pricing, domestic products status, and product information.
- 4.4.4 Exhibits, forms and other information may also be submitted through mail or courier service. However, any such submission should be received prior to the specified closing date and time.

4.5 Business Compliance:

4.5.1 The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The bidder certifies by signing the signature page of this original document and any amendment signature page(s) that he/she and any proposed subcontractors are presently in compliance with such laws. The bidder shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include but may not be limited to:

- Registration of business name (if applicable)
- Certificate of authority to transact business/certificate of good standing (if applicable)
- Taxes (e.g., city/county/state/federal)
- State and local certifications (e.g., professions/occupations/activities)
- Licenses and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker's compensation/unemployment compensation)

4.6 Determination for Award:

4.6.1 The award of contract shall be made to the lowest priced responsive bidder. The State of Missouri reserves the right to reject any bid which is determined unacceptable for reasons which may include but are not necessarily limited to: 1) failure of the bidder to meet mandatory general performance specifications; and/or 2) failure of the bidder to meet mandatory technical specifications; and/or, 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the bidder within the past three years. As deemed in its best interests, the State of Missouri reserves the right to clarify any and all portions of any bidder's offer.

Page 9 B1E05119

Date of Award through One Year FIRM FIXED PURCHASE PRICING FOR REQUIRED EQUIPMENT AND SOFTWARE

ITEM ITEM DESCRIPTION NO.	QTY.	PURCHASE PRICE		MO MAI AFT		ADDITIONAL MONTHLY MAINTENAN AFTER WARI	CE PRICE, RANTY	ADDITIONAL INSTALLATIO CHARGE, IF	ON ANY
		UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL		
GRAND TOTALS:		Line Item 001	\$	Line Item 002	\$	Line Item 003	\$		

Line Item 001 C/S Code: 98554 Mailing Equipment Including Postage Meter Rental or Lease

Total Purchase Price FOR ONE SYSTEM that includes all Equipment and Software

With-Out Trade In: Price --- See Line Item 001 above

Line Item 002 C/S Code: 98554 Mailing Equipment Including Postage Meter Rental or Lease **Total Monthly Maintenance Price**

Mailing Equipment Including Postage Meter Rental or Lease Line Item 003 C/S Code: 98554

Total Price for System Installation

Pursuant to the terms, conditions and specifications set forth in this Invitation for Bid, I hereby quote the price(s) for items and services indicated above at a firm, fixed purchase price for the contract period and hereby grant the State of Missouri the right to add or delete the quoted items and services at the same price(s) indicated above at any time during the contract period. In the event that the State of Missouri exercises its options to extend the contract period, the prices for such extension period shall be determined pursuant to Renewal Option Tables. Unless quoted above, the contractor agrees that the State of Missouri shall not pay for any maintenance or installation costs. Such cost shall be considered to be included in the firm, fixed purchase price. Page 10

Date of Award through One Year FIRM FIXED PURCHASE PRICING For OPTIONAL EQUIPMENT AND SOFTWARE

			<u> </u>	
ITEM	ITEM DESCRIPTION	PURCHASE	ADDITIONAL MONTHLY	ADDITIONAL
NO.		PRICE, PER UNIT	MAINTENANCE PRICE, PER	INSTALLATION CHARGE,
		,	UNIT, AFTER WARRANTY	PER UNIT, IF ANY
			UNII, AFIER WARRANTI	TER CIVIT, IF AIVI
<u> </u>	<u> </u>			

Pursuant to the terms, conditions and specifications set forth in this Invitation for Bid, I hereby quote the price(s) for items and services indicated above at a firm, fixed purchase price for the contract period and hereby grant the State of Missouri the right to add or delete the quoted items and services at the same price(s) indicated above at any time during the contract period. In the event that the State of Missouri exercises its options to extend the contract period, the prices for such extension period shall be determined pursuant to Renewal Option Tables. Unless quoted above, the contractor agrees that the State of Missouri shall not pay for any maintenance or installation costs. Such cost shall be considered to be included in the firm, fixed purchase price.

OTHER COSTS

The bidder must state below under Required Other Costs any costs, in addition to those quoted on the Pricing Pages contained herein, for any additional materials, services, supplies, and/or other one time costs that are necessary to satisfy the requirements of the Invitation for Bid and shall, therefore, be furnished by the bidder if awarded a contract, at no more than the cost indicated. The bidder may list any related optional other costs where indicated below.

ITEM			UNIT OF	
NO.	DESCRIPTION	COST	MEASURE	COMMENTS
REQUIF	RED OTHER COSTS:	_		
OPELON	LAL OTHER GOODS			
OPTION	AL OTHER COSTS:	T	_	Т

Renewal Options for Maintenance:

days ARO.

The Division of Purchasing and Materials Management shall have the sole option to renew the contract for a maximum total of two (2) additional year for on-going system maintenance. The bidder must respond to the following line items regarding renewal pricing. The bidder can indicate a renewal price increase by percentage, applicable to all line items, or a price decrease, also indicated by percentage and applicable to all line items. The bidder must <u>not</u> bid BOTH a price percentage increase and decrease for the same renewal period but must clearly indicate if the percentage is an INCREASE or a DECREASE. Bidders submitting an electronic bid MUST submit a comment or attachment to distinguish between an increase or decrease. In the event no comment or attachment is submitted, the state of Missouri shall interpret the percentage as an INCREASE.

Regarding price increase percentages for renewals: The bidder must indicate the maximum allowable percentage of price increase (or the minimum allowable percentage of price decrease) applicable to the renewal option year. If a percentage is not quoted (i.e. left blank, page not returned, etc.), the state shall have the right to execute the option at the same price(s) quoted for the original contract period. Statements such as "a percentage of the then current price" or "consumer price index" are NOT ACCEPTABLE.

All increases shall be calculated against the **ORIGINAL** contract price, NOT <u>against the previous year's price</u>. A CUMULATIVE CALCULATION SHALL NOT BE UTILIZED.

The percentage indicated shall be used in the cost evaluation to determine the potential maximum financial liability to the State of Missouri.

Note: In the event the Division of Purchasing and Materials Management awards by line items, then the item numbers assigned to renewal options will not be referenced in the award text. However, the State of Missouri reserves the right to exercise applicable renewal options according to established clauses in the contract.

004	C/S Code:	98554	1	PCNT _	%
	Mailing Equip	pment Includi	ing Postage Meter Rental o	or Lease	
	For First Ren	ewal Contrac	ct Period		
	Renewal Opt	ion Percentag	ge Price Adjustment		
	Bidder Must	Identify be	low by checking approp	oriately as an INCREA	ASE OR
	DECREASE	•		•	
	Maximum In	crease:	OR Minimum Decr	ease:	
005	C/S Code:	98554	1	PCNT	%
	Mailing Equip	pment Includi	ing Postage Meter Rental o	or Lease	
	For Second R	enewal Cont	ract Period		
	Renewal Opt	ion Percentag	ge Price Adjustment		
	Bidder Must DECREASE	Identify be	low by checking approp	oriately as an INCREA	ASE OR
		crease:	OR Minimum Decr	ease:	
Delivery:	:				
			days after the receipt of a pridelivery in days after recei		

Warranty:

The bidder should state the warranty period which commence upon delivery and acceptance of the equipmenth warranty at minimum is required.	*
Warranty on Parts:	<u></u>
Warranty on Labor:	
Employee Bidding/Conflict of Interest:	
Bidders who are employees of the State of Missouri elected official must comply with Sections 105.450 to bidder or any owner of the bidder's organization is member of the General Assembly or a statewic information.	o 105.458 RSMo regarding conflict of interest. If the scurrently an employee of the State of Missouri, a
Name and title of state employee, General Assembly member or statewide elected official:	
Name of state agency where employed:	
Percentage of ownership interest in bidder's organization held by state employee, General Assembly member or statewide elected official:	%

STATE OF MISSOURI -- OFFICE OF ADMINISTRATION DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN)

EXHIBIT A

The Missouri Domestic Products Procurement Act (34.350-34.359 RSMo) requires that for all bids with a value of \$25,000 or more, the goods or commodities purchased by any public agency or used or supplied in the construction, alteration, repair, or maintenance of any public works must be manufactured or produced in the United States. As defined in 34.350 RSMo, United States means the United States of America, the District of Columbia, and all territories and possessions subject to the jurisdiction of the United States. The law also requires that the bidder must provide proof of compliance. Note: In general, if an import tariff is applied to an item, it does not qualify for the Buy American preference. In addition, Most Favored Nation status does not allow application of the preference.

Section A – All Products Are Manufactured or Produced In U.S.

If all products bid qualify as domestic products under Missouri law, complete only Section A.

I hereby certify that all products qualify as domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor. SIGNATURE (If submitting bid electronically, typed signature required).

COMPANY NA ME

If Section A is completed, do not complete Section B.

Section B - Only One Product Line or No Products Are Manufactured or Produced In U.S.

If only one product line or no products are manufactured or produced in the U.S. complete only section B.

I hereby certify that there is only one product line or no product manufactured or produced in the U.S., that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.

SIGNATURE (If submitting bid electronically, typed signature required).

COMPANY NAME

Section C - Products May Qualify Because of Qualifying Treaty

If some or all products bid qualify for domestic status because of a trade treaty, etc., then the bidder must identify each product, country and qualifying treaty, etc. below. The bidder must list ALL products which are or may qualify as domestic below. If more space is needed, please copy this form and submit as an attachment

BID ITEM NUMBER(S)	COUNTRY WHERE MANUFACTURED OR	QUALIFYING TREATY, LAW,	
	PRODUCED	AGREEMENT, OR REGULATION	

I hereby certify that the specific items listed above are domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.

SIGNATURE (If submitting bid electronically, typed signature required)

COMPANY NAME

NOTE: Any product not listed above in Section C will be considered non-domestic if Section A is not signed. If this form is not completed, signed, and returned, items bid may not receive the domestic prefer ence.

STATE OF MISSOURI DIVISION OF PURCHASING AND MATERIALS MANAGEMENT

TERMS AND CONDITIONS -- INVITATION FOR BID

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in an Invitation for Bid (IFB) document or any amendment thereto, the definition or meaning described below shall apply.

- a. <u>Agency and/or State Agency</u> means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing and Materials Management (DPMM)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an IFB or to a contract.
- Attachment applies to all forms which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. Bid Opening Date and Time and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
- e. <u>Bidder</u> means the person or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB document.
- f. Buyer means the procurement staff member of the DPMM. The Contact Person as referenced herein is usually the Buyer.
- g. Contract means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services
- h. Contractor means a person or organization who is a successful bidder as a result of an IFB and who enters into a contract.
- i. Exhibit applies to forms which are included with an IFB for the bidder to complete and submit with the sealed bid prior to the specified opening date and time.
- j. <u>Invitation for Bid (IFB)</u> means the solicitation document issued by the DPMM to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. May means that a certain feature, component, or action is permissible, but not required.
- Must means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.
- m. <u>Pricing Page(s)</u> applies to the form(s) on which the bidder must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and submitted by the bidder with the sealed bid prior to the specified bid opening date and time.
- n. RSMo (Revised Statutes of Missouri) refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. Shall has the same meaning as the word must.
- p. Should means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DPMM.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the IFB or resulting contract shall be in the Circuit Court of Cole County, Missouri.

3. OPEN COMPETITION/INVITATION FOR BID DOCUMENT

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from the DPMM, unless the IFB specifically refers the bidder to another contact. Such communication should be received at leastten calendar days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the IFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the IFB, any questions received less than ten calendar days prior to the IFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the IFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The IFB is available for viewing and downloading on the state's On-Line Bidding website. Registered vendors are electronically notified or mailed the IFB based on the information maintained in the State of Missouri's vendor database. If any portion of the address is incorrect, the bidder must notify the buyer in writing or update the address themselves on the state's On-Line Bidding website.
- f. The DPMM reserves the right to officially amend or cancel an IFB after issuance.

4. PREPARATION OF BIDS

- a. Bidders **must** examine the entire IFB carefully. Failure to do so shall be at bidder's risk.
- b. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the IFB, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the bidder shall explain, in detail,

(1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.

- d. Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB.
- e. In the event that the bidder is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an IFB, such a bidder may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DPMM and the bidder, if such bidder is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the IFB. Any such bidder needs to include in the bid, a complete list of statutory references and citations for each provision of the IFB which is affected by this paragraph.
- f. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the IFB.
- h. Prices bid shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, prices shall be firm for the specified contract period.
- i. Any foreign bidder not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

5. SUBMISSION OF BIDS

- a. Bids may be submitted electronically as permitted by the IFB through the State of Missouri's On-Line Bidding website or hard copy delivered to the DPMM office. Delivered bids must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the IFB. All bids must (1) be submitted by a duly authorized representative of the bidder's organization, (2) contain all information required by the IFB, and (3) be priced as required. Hard copy bids may be mailed to the DPMM post office box address. However, it shall be the responsibility of the bidder to ensure their bid is in the DPMM office (address listed above) no later than the exact opening time and date specified in the IFB.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside with (1) the official IFB number and (2) the official opening date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
- c. A bid submitted electronically may be modified on-line prior to the official opening date and time. A bid which has been delivered to the DPMM office, may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A bid may also be modified in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
- d. A bid submitted electronically may be canceled on-line prior to the official opening date and time. A bid which has been delivered to the DPMM office, may only be withdrawn by a signed, written notice or facsimile which has been received by the DPMM prior to the official opening date and time specified. A bid may also be withdrawn in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a bid shall not be honored.
- e. When submitting a bid electronically, the bidder indicates acceptance of all IFB terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Bidders delivering a hard copy bid to DPMM must sign and return the IFB cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the bidder of all IFB terms and conditions. Failure to do so may result in rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.

6. BID OPENING

- a. Bid openings are public on the opening date and at the opening time specified on the IFB document. Prices shall be posted on the state's On-Line Bidding website after the official opening date and time. The DPMM will not provide prices or other bid information via the telephone.
- b. Bids which are not received in the DPMM office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late bids may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of bids, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virt ue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 98-21, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a bidder shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The bidder is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the IFB and (3) complies with Sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all bidders fail to meet the same mandatory requirement in an IFB, DPMM reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The DPMM reserves the right to reject any and all bids. When all bids are non-responsive or otherwise unacceptable and circumstances do not permit a rebid, DPMM may negotiate for the required supplies.
- g. When evaluating a bid, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.

i. Any award of a contract shall be made by notification from the DPMM to the successful bidder. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.

- j. All bids and associated documentation which were submitted on or before the official opening date and time will be considered open records pursuant to Section 610.021 RSMo following the official opening of bids.
- k. The DPMM posts all bid results on the On-line Bidding website for a reasonable period after bid award and maintains images of all bid file material for review. Bidders who include an email address with their bid will be notified of the award results via email.
- 1. The DPMM reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any bid award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- n. The final determination of contract award(s) shall be made by DPMM.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) DPMM's acceptance of the response (bid) by "notice of award" or by "purchase order."
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DPMM, (2) be fit and sufficient for the purpose expressed in the IFB, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.

b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DPMM within 10 working days from notification a written plan detailing how the contractor intends to cure the breach
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately.
- c. If the DPMM cancels the contract for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DPMM immediately.
- b. Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

22. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore bidder's failure to maintain compliance with chapter 144, RSMo may eliminate their bid from consideration for award.

23. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.